

1882-038 Chancery Causes: Alexander L. Loyd vs. Joseph M. Bellamy wife &c
Lee Co.

Morgan, Bellamy

CIA-Debt

T-Property

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County vs
your orator Alexander L. Loyd, humbly
complaining sheweth unto your Honor
that heretofore to wit, at the term
of this Honorable Court, one Sarah M. Belamy
who sued for the benefit of Henry J. Morgan
obtained a judgement against your orator
for \$200. and legal interest thereon from
the 18th day of March 1874 till paid and \$8.74
cents costs at law. On the 5th day of Feb-
ruary 1877, your orator paid \$100, upon
said judgement & the residue is unpaid.

Your orator would here state that the
said Sarah M. Belamy is still as he is
informed the beneficiary of said debt and
the said Morgan is only her agent &
attorney, so far as this debt is concerned.

Your orator would further state that the
said Sarah is now & was at the time of
said action at law, the wife of one Joseph
M. Belamy; and for said Joseph and his
wife your orator for several years acted
as their ^{agent &} attorney in fact, and as such col-
lected for them a large sum of money,
viz about the sum of \$1700, and this note
for \$200 upon which judgement was
obtained was for a part of the money thus

collected. The said Joseph Belamy came to this county from the State of Missouri and he & your crator settled their matters, thus far they ascertained exactly what sum your crator had collected, & paid over and for the balance not paid which was the \$200 your crator executed his note, the said Joseph had the note executed to his wife for some reason not known to your crator But promised all the time that your crator should be fully compensated for his trouble in collecting said sum before mentioned & remitting to them. He also told your crator that such compensation should come out of this last note. He the said Joseph was by marriage the uncle of your crator and they had confidence in each other & your crator ^{had} no fears but what he would, comply with his said agreement, but when he left your crator's house & went to his distant home, he forgot his promise, forgot the hospitalities shown by your crator in keeping & boarding him for weeks, & attending to all his business. (your crator has paid or has bound himself to pay to Hazan & Prillmore the sum of \$7.50 a fee which the said Joseph owes them).

your orator would further state that one reason why the said Morgan
and his attorney Hagan & Pridemore made said arrangement was, that said Morgan
not then being actively engaged in the practice of law signed the name of Hagan & Pridemore
to the deed & memo. & to avoid a seeming inconsistency or misalliance being on both
sides they made the arrangement aforesaid. The said Hagan & Pridemore had formerly paid by your orator,
Morgan & Pridemore to use their names, but had no knowledge of this case until they were called upon.

and forgetting his promises as aforesaid
he had heretofore gotten home until he
sent back the note to one your orator
upon, never presenting it to him marking
for it until suit brought, at that time
your orator had urgent business in some of
the Eastern Cities & the writ was served
upon his wife as he now believes, but he
procured the services of Hagan & Pridemore
to defend said suit by offering his plea of
offset, & when the court came on S. L.
Pridemore one of the said firm applied to
Henry J. Morgan, the beneficiary by the deed.
The agent & attorney of the plff. & informed
him of your orators defense, the said
Morgan was desirous to obtain judgment
for whatever might be due his client &
promised your orators attorney if he would
allow judgment to go, that he the said Morgan
would write to his client and whatever was
a just & fair compensation for your orators
services as aforesaid should be credited on
the same, & no advantage taken of your
orators failing to make defense at law. &
upon this assurance & understanding your
orators counsel confiding in the known
fair dealing of said Henry J. Morgan
did not resist said judgment.

and it was entered up by default against your orator, The said Morgan after words promised to allow said judgement to be set aside & give your orator a chance to make his defense, but his clients, the said Belamy & wife refuse to satisfy the agreement of their agent & attorney, have issued an execution on said judgement, which is now in the hands of James L. Scott D.S. for Thomas S. Ely sheriff for Lee county for collection, - The power of your orator as agent when he collected the sums as aforesaid will not be denied, nor will it be claimed he has ^{been} paid therefor, if so each will be paid, fully proved. The amounts collected & paid over will in due time be satisfactorily shown by receipts & other proofs if desired.

Your orator in justice to Judge Morgan will state that he believe he has used his utmost endeavors with his clients to allow your orator his reasonable charges which your orator alleges is in all at least \$80.00, the agent & attorney Morgan has often expressed himself in favor of the justice of your orators demand but does not feel willing to disturb said judgement without his clients' consent.

Your orator alleges that he relied upon the promise made his counsel that justice would be

done him & did not make defense at law
by reason of said promise - That he verily
believe that he could have procured the said
affairs but for the false hope held out to
his counsel that his credits would be allowed

He is advised that the said promise & agree-
ment binds the said Belamy & wife & they
cannot now withhold their consent & thus bind
such an hardship upon your orator, he has
made every offer in his power, & appealed
to said agent & attorney to allow said judgment
to be set aside & your orator be permitted to
make his defense. - Your orator is further advised
that having been deceived, by the promise of said
agent & attorney that a court of Chancery will
re-instate your orator to the rights & remedies
he had at the time, he was so deceived
by the plffs agent. Your orator would further
state that said Belamy & wife & non residents,
& that this debt is all that he knows of due
them in this state, & that if collected & carried away
your orator cannot make his claim out of
them here. The object of this bill therefore is
to enjoin & inhibit the said Joseph M. Belamy
& Sarah Belamy his wife the said Henry L.
Morgan the beneficiary by the record & their agent
& attorney from collecting the same off of
your orator, that said judgment be set aside

held void & counted for naught, that your
orator be allowed to make proof of his de-
mand against said Belamy & wife - That an
~~an~~ account be taken between them & your
orator, ~~claim~~ as agent ^{of that he} be allowed a set off
against the plffs demand; but if that be not
comptable with the rules of equity pro-
ceedings, then that a new trial be granted
your orator & be allowed to make his defense
at law, the same as if no judgment had been
rendered against him - That said judgment be
set aside for that purpose.

His prayer therefore is that Henry L. Morgan
Joseph M. Belamy & Sarah M. Belamy his
wife be made parties defendants to this
bill & that they answer each & every alle-
gation upon their oath - That upon a hearing
a decree be rendered in conformity with the
objects of this bill, And for all other justice
& General relief may supra issue &c.

Hagan & Pickens

Virginia Lee County to wit:

This day A. L. says personally appeared
before me the undersigned and made
oath that the facts stated in the foregoing bill
so far as made upon his own knowledge

are true; and so far as made upon
the information of others he believes
them to be true. Given under my hand
this 8th day of Oct. 1877.

Henry B. Gardner. J. P.

On Clk p 8.01

H.P.

A. L. Lloyd

1882 Mr. O'Brien final

vs 3 Bill Chy

Joseph M. Delaney v. J. M. Delaney

Indemnity granted on usual

terms (see code)

J. A. Kelly

Oct 12/97

To the Clerk of Circuit
C. for Dec Co 3

1878 May Cha Evee D. H. J.

Michigan D. N.

" June D. N. Conf.

" July, Aug, Sept, Oct. 1878 & Dec. 1878

1879. Could this year.

1880. May, Sept & Nov. Could.

" May, June, July & Aug. -

1880. May, June, July & Aug. -

" May, Sept, Oct, Nov, Dec, Could.

1881. May, Sept, Nov & Dec. Could.

" May & June Could.

" July & Aug. Could.

Ch. J. C.

To the Hon John A Kelly Judge of the Circuit
Court of Lee County Virginia.

The answer of Henry J. Morgan a citizen of
said County of Lee State aforesaid, to a bill filed
in this Honorable Court against him and Joseph
M. Bellamy and Sarah M. Bellamy his wife by Alexan-
der S. Loyd, says the said Piffs bill is not sufficient in
law for him to leave and maintain his said bill.
He therefor demurs thereto, and thereon prays the
judgment of the Court. But if any other or further
answer is deemed material, this respondent
answering says that it is true that Sarah M. Bellamy
for the benefit of this respondent did obtain the judg-
ment at law ordered to by the piff in his bill, but
he is not now certain whether or not the plaintiff
has correctly set out the same in his bill. But supposes
it is substantially correct. It is also true I suppose
that the piff, paid the sum of One hundred ^{dollars} or a
little more on said judgment, for James B. Scott
a deputy sheriff of this county, paid to this respondent
that sum thereon which is a proper credit. It is
also true that while the record shows that Sarah
M. Bellamy brought the suit in her name which was
settled in said judgment for the benefit of this
respondent. It is at the same time true that
this respondent has no real interest in said
judgment further than to collect the same for her
or husband, to whom the same may be due
and owing, and the suit was only brought in this
way to avoid a technical difficulty, as it was

It is also true as I suppose that the said Sarah M. Bellamy is now and was at the time of bringing said suit the wife of the defendant Joseph M. Bellamy. This respondent has no personal knowledge of the agency of the plaintiff of which he speaks, or of the accounts of money collected and forwarded by him to the said Bellamy & wife or either of them. But he is informed and believes and believes so charges that if money was collected by the Plff as he has alleged, that much the larger part thereof was sent in payment of the said Bellamy & wife or either of them but was in fact for the heirs of John D. Sage deceased the children of said Sarah M. Bellamy, and if this be the state of facts, your respondent is advised that his co-defendants cannot in any view of the case be successfully charged by the Plff. with commission on his collections for said heirs, but to them alone he will have to look for compensation, But your respondent is advised that if the facts are, as herein presently stated, and he is informed that they are. then the plff has no defence either in law (were the case or formal) or in equity, that could ^{or can} avail him any thing, to show which this respondent here states that he is informed, that just before the note was executed on which the judgment complained of was obtained, the defendant Joseph M. Bellamy came to this county to settle up his unsettled business, and among other

Transactions he and the plaintiff made a final settlement of all matters between them including the commission or compensation now claimed as a set off against said judgments, and by the result thereof it was ascertained between them that the self was in arrears the amount of the note sued on, and the same was then and there executed as a final closing up of all matters of account between them. And this respondent here charges that at the time of this settlement, that his co defendants Joseph W. Bellamy then and there offered and proposed to pay and compensate the plaintiff not only for all his labor and trouble and risk in collecting receiving and forwarding all money which he had theretofore collected, received and remitted, but also to pay and compensate him for the time expense and trouble he had been at for the said Bellamy while staying and so journeying at the Puffs house, all of which the self then and there refused to accept and receive, saying that he charged nothing for his services, and that what he had done he had expected nothing for it, and utterly refused to be paid anything therefor, so that if the self's case is a hard one, he has no one to blame for it but himself.

It is true as alleged by the self, that this respondent has frequently said that if he

opinion that the self ought to be allowed some compensation for his trouble in the premises, and it is also true that he has written to his co defendants the real and only interested parties, urging them to make the plaintiff some compensation for his trouble, but they have steadily refused and declined so to do. This respondent deems it but just to himself and his co defendants to state what the opinion and recommendation before referred to was not based upon the legal rights of the parties, because he does not think the self can successfully demand it, but because simple justice would seem ^{to} demand that the self should be allowed a reasonable compensation by the said Belamy wife for the services rendered them by the self, if his representation thereof is true.

As to the agreement with reference to the setting aside the said judgment by consent of this respondent referred to by the self in his bill, this respondent does not recollect the conversation which ~~then and there took place between Genl. Ad. Pridmore and the self~~ ~~and the self~~ and this respondent precisely as stated by the self in his bill, but his recollection thereof is about as follows, Just after the close of the court at which the office judgment became final, this respondent was at the office of Genl. Pridmore when he remembering that he had been spoken to by the self to file his pleas of assent, asked this respondent if he would consent that the

judgments in question which had just become
final might be set aside at the next term
and the plaintiff allowed to offer his pleas
of assent, to which this respondent replied
that he had no disposition to deprive any
one of any proper defense, but that as he
was acting for others he hardly felt authorized
to take that responsibility upon himself to
to give such consent without consulting his
clients or principals, that he would consult
them, and that he would make enquiry
as to the justice of the plaintiffs claim, and
if they were willing in the first place, or this
respondent in the second place should become
convinced that the plaintiff ~~should~~ ^{such} was as
that he could make ^{the same} available at law or in
equity, then that he would consent that said
judgments be set aside and a trial at law
be had, And this respondent now states that
his co defendants were unwilling that said
judgments should be set aside, And from
all the information I have been able to gather
with reference to the plaintiffs claim, this
respondent has become well convinced in
his own mind from his source of information
that the Puffs claim is of such a character
under the facts of the case, as that he cannot
now make it available either at law or in
equity, and hence his refusal to give his

consent that said judgment, be set aside

It is also true that Messrs Hagan & Prichard's firm name was signed by me to the declaration of the plaintiff in the action at law and as stated by the plaintiff in his bill by their consent. and they are not therefore in fact only on one side of the case and as I conceive perfectly so

The agreements referred to by the Piffs in his bill or the conversation claimed as an agreement all took place between Genl. Prichard & this respondent and it is but just for this respondent to here say that Genl. Prichard in the prosecution of the Piffs bill states the agreement as he understood and recollects it.

This respondent has all the time been willing to give the plaintiff credit for the \$7.50 paid or assumed for said Bellamy to Messrs Hagan & Prichard provided the same has been paid or assumed since the execution of the note on which the judgment was obtained, and this respondent before the filing of the bill offered to give said credit

As to the allegation in the Piffs bill that this respondent & respondent Joseph Bellamy agreed to and with the plaintiff, that the circumstances claimed by them should come out of the \$100.00 note this respondent positively denies that any such contract was made, or that there was any such understanding between them at the time or at any time since.

As to any and all allegations of the Peff's bill such
being confessed and confessed and avoided. This
respondent hereby denies and requires the Peff to produce
sufficient proof of all such charges. And having
now fully answered this respondent prays that
the Peff's injunction be dissolved, his bill dismissed
and this respondent awarded his costs.

R. A. Ayers for

Respondent Morgan

I do swear that the facts stated in this answer
upon my own knowledge are true as I believe
according to my present recollection, and so far
as stated in the information derived from others
I have to believe the same are true, so help me God

Henry F. Morgan

Sworn to before me Apr 20 1880.

James W. Orr, Clerk.

Henry J. Morgan

ad. } Answer

A. L. Lloyd

Filed April 2nd 1880

Teste Jas. W. Orr, Clerk

H. L. La, & Pegg vs. Joseph M. Bellamy and Dyer & Lundy.

Decree to the Settlers to be made by the parties
before the Court of the matters of difference between them, and
final in the case made (S) It is a judgment and
and decree that the injunction heretofore granted
in the case be perpetuated as to \$1250 as of Feb. 5 1877.
and dissolved as to the residue of the property in the
case and that ^{each party} the party ^{in the case} be in default and
each party to pay his own costs.

A. V. Lloyd
1233 Cecur
Joseph M. Belamye

Entered page 26!

A. G. Hyatt
Clerk

Enter
1233
April 5/82

A L Lloyd Peff
H. J. Morgan & Co. Dfts { Including

On the motion of dfts. Morgan leave is granted
him to file his answer, and the same is accordingly filed
and the Peff. Thompson replies generally thereto and
the case is continued.

Morgan

at { Order

Long

Entered on p 117

Leak. Jan. 11, 1877

Bless

Enle
In S.A.K.
Apr 2/80

Mr Alexander L. Lloyd.

See you will take notice that at the
Law office of Thomas B. Stephenson
~~State House of Law~~ in the City of Nebraska
in the state of Nebraska on the 17th day of March
1881. I will proceed to take the deposition of said
Lawson M. Lloyd which is intended to be used as
evidence in behalf of myself & others in a certain
chancery cause now pending in the Circuit Court
of the County of W. in which you are plaintiff and
myself & others are defendants. And if said deposition
should not be taken on that day. the taking thereof
will be continued from time to time and place to place
if necessary till completed yours &c.

Henry J. Morgan
January the 25 1881.

On the 3rd day of Feb. 1881 I went to the dwelling house
of A. L. Lloyd for the purpose of seeing this matter, but
not finding him at his usual place of abode I
thereupon delivered a copy thereof to his wife, who is
a white person over the age of 16 years and I also
explained to her its purpose. Hence Mine for

Thomas S. Ely Sheriff of Co.

Notice

A. L. Lloyd

Feb.

The Commonwealth of Virginia :

To any Justice of the Peace, Notary Public, or Commissioner, appointed by the

Governor of said State, resident in the State of *Nebraska* authorized to

take depositions in the county of *Olney* in the State of *Nebraska* Greeting:

Know ye that we, trusting to your fidelity and provident circumspection, do require you that at such time and places as you shall appoint to call and cause to come before you *Sawson W. Loyd*

a witness on behalf of *Henry J. Morgan*

Joseph Bellamy + others

in a certain *Chancery Suit now*
depending in the *County* Court of Lee county between

Alexander I. Loyd
plaintiff and *Henry J. Morgan*

Joseph Bellamy + others

defendant,

and *him* diligently examine touching the same in solemn form, on oath or affirmation, and having received *his* examination as aforesaid, that you distinctly, plainly and without delay, certify and sign, and send the same enclosed into our said Court, together with this writ.

WITNESS, JAMES W. ORR, Clerk of our said Court, at the Courthouse, this *3rd* day of *February*
1881 in the *105th* year of the Commonwealth.

James W. Orr. Clerk.

I do solemnly swear that

Sawson W. Loyd

whose name *is* mentioned as witness in the commission *above* is a non-resident of the State of Virginia.
So help me God.

Henry J. Morgan

Sworn to before me this *3rd* day of *February* 1881.

James W. Orr. Clerk.

The deposition of Lawson W. Lloyd taken pursuant to a commission and notice hereunto returned at the law office of Thomas B. Stephenson in the County of Otoe and in the City of Nebraska in the State of Nebraska, on the 17th day of March 1881, which is intended to be read as evidence on behalf of Henry J. Morgan Joseph Bellamy & others in a certain chancery cause now pending in the Circuit Court of Lee County Virginia, in which Alexander L. Lloyd is plaintiff and Henry J. Morgan Joseph Bellamy & others are defendants.

The said Lawson W. Lloyd being duly sworn deposes and says

he is a resident of Nebraska City Otoe County Nebraska - and is 54 years of age - That he is well acquainted ^{with} A. L. Lloyd and Henry J. Morgan of Lee County State of Virginia and with Joseph Bellamy and Sarah M. Bellamy his wife the latter now of Davis County Wisconsin and has known and been acquainted with all said parties for the past 18 years -

That during part of said time defendant has acted as agent and transacted business for some of said parties and has been acquainted with business transactions and interests pertaining to all said parties

The taking of this deposition is adjourned
from the 17 day of March to the 25th
day of March 1881

J. T. Greenwood
Notary Public

March 25-1881 The taking of
this deposition is this day
resumed as follows.

J. T. Greenwood
Notary Public

Joseph Bellamy is my brother-in-law, having married my sister. Sarah M Bellamy my sister, and wife of Joseph Bellamy was the widow of John H Sage, deceased. and previous to 1870 they both resided in Virginia, but since 1870 they resided in state of Missouri being two or three years in Lelay county and the last few years in Davies county Missouri -

I have frequently visited them in Lee county Virginia and have several times visited them in Missouri. Previous to marrying Joseph Bellamy my sister was known as widow of John H Sage, deceased. and resided on the Sage farm on Powell's River in Lee county Virginia, ^{she} having a life time dower interest therein -

Joseph Bellamy was a widower then living in Scott county Virginia, he owned land there and had a family of small children - There were seven children, heirs of John H. Sage - The two families thus united lived together on the dower farm some five or six years previous to 1870. When they removed to Missouri Joseph Bellamy sold his land in Scott County Virginia a part of the proceeds of the sale being on time namely a note of \$400⁰⁰ given by A. L. G. Stephenson. Sarah M Bellamy sold

her dower in the Sage home farm to W C Parsons - Some of the heirs of John H Sage though minors contracted a sale of their interest in the home farm to W. C. Parsons taking his note for same payable only on ratification of said sale when they should come of legal age -

Joseph Bellamy left some notes in hands of A. L. Loyd the plaintiff for collection -

Sarah M Bellamy authorized A. L. Loyd to collect for her the \$500⁰⁰ due her from Parsons she left the note with A. L. Loyd and took his separate receipt to collect said note -

A. L. Loyd also acted ~~acted~~ as agent for some of the John H Sage heirs - A L Loyd acted separately and distinctly with each of above parties as agent - and gave separate receipts ~~to each~~.

On or about September 1872, on my way to Virginia, I was at the home of Joseph and Sarah M. Bellamy in Clay County Missouri, while there Joseph Bellamy & Sarah M. Bellamy made a settlement of business transactions, and in my presence in which I learned from them that after coming to Missouri, Joseph Bellamy bought land where they then lived; that

He borrowed of Sarah M. Bellamy money
received by her on sale of dower belonging
to her individual property before marriage
to the amount of about four hundred dollars
And to repay this to Mrs Sarah M Bellamy
he let her have a note on A. L. G. Stephenson
of Scott County Virginia for four hundred
dollars dated Sept. 17th 1870 and due Dec
21st 1872 -

On or about the same time I was at their
home Mrs Sarah M Bellamy employed me
as agent to collect her money due in Virginia
consisting in part of the W. C. Parsons and
A. L. G. Stephenson notes and she gave me
A. L. Loyd's receipts and an order to him
from Mr Joseph Bellamy for the \$400⁰⁰
Stephenson note - In Virginia I presented
my authority to A. L. Loyd and demanded
of him the W. C. Parsons note of \$500. or
the money, also the A. L. G. Stephenson
note - He delivered to me the Stephenson
note but ^{failed} refused to deliver me the Parsons
note or to pay the money which he admitted
he had collected for Sarah M Bellamy
And that he had used it in his mercantile
business - but could not then replace it -
He said he would pay the money in a short
time if I would take his note for it.

Failing to induce him to pay the money I took his note in settlement and delivered him his receipt to Mrs S. M. Bellamy, also delivered the order for the A. L. Stephenson note. In consideration that A. L. Loyd had kept a large dish, and a cruet or table castor stand which Mrs S. M. Bellamy had left ^{with} with him to sell for her and also that he used her ^{he had collected} money, and kept her out of the use of it over a year it was agreed that he would make no further charge for collection. The note I thus took represented her ^{which A. L. Loyd well knew} down money, and was the only matter A. L. Loyd had receipted for to Mrs Sarah M. Bellamy.

After making this settlement I went to A. L. Stephenson about September 9th 1872 and collected of him one hundred and seventy eight dollars on his note and returned to Lee county Virginia and made said A. L. Loyd my agent and delivered to him the A. L. S. Stephenson note, partly unpaid, also his own note to Sarah M. Bellamy taken as above ^{stated} in settlement. I took his receipt for the same a copy of which I now hold made from the original by myself and which reads as follows.

" Received Rocky Station Va Sept 9th 1872
 " of L. W. Lloyd as his agent the following
 " notes and receipts which I promise to col-
 " lect and pay out as he directs or return
 " the paper -

" one note on A. L. Lloyd for five
 " hundred and forty dollars due Sept 1st
 " 1872.

" Also one note on A. L. H. Stephenson for
 " four hundred dollars, dated Sept 17th
 " 1870 & due Decr 21st 1872

" A. L. Lloyd

" Agent for L. W. Lloyd

" Credit the above recpt by one Hundred
 " and seventy eight dollars on A. L.

" Stephenson's note Sept 9th 1872."

The original receipt is not in my pos-
 session having been sent to Messrs Lloyd
 and Allen, Rocky Station Virginia as
 will appear hereafter - I held such receipt
 till about May 12th 1873, and during the time
 repeatedly by letter urged him to pay as he
 had promised and got only one reply
 and that about the last of January 1873
 And no money.

In May 1873 I sent ^{the} receipt to Drs Lloyd
 and Allen as stated and authorized them
 to collect from A. L. Lloyd if possible

They collected for me \$200⁰⁰ and remitted same as will appear by "Exhibit A" hereto attached. This \$200 was paid on note of settlement to Mrs Bellamy.

In March 1874 I received the balance due Mrs Bellamy on settlement note, less commissions charged by Mr Allen, of Loyd & Allen.

Witness now has shown "Exhibit B" hereto attached, and states he received same soon after its date with the contents as therein stated and attests this to be attached as a part of his deposition.

About March 17th 1875 I was in Virginia acting as agent for Sarah M. Bellamy and others and had a settlement then with A. L. Loyd for the money he had collected and he gave me a statement of same in his own hand writing (which statement witness now presents as part of his deposition and is hereto attached marked "Exhibit C")

And said statement was written by A. L. Loyd in my presence. The note of \$200 referred to in said statement was dated March 17th 1875 and a copy of same now presented by witness reads as follows, to wit;

\$200

March 17th 1875

One day after date I promise to pay
to the order of Sarah M. Bellamy Two
Hundred dollars value received, payable
at Rocky Station

(Signed) A. L. Loyd

The original note was sent to Henry J
Morgan of Jonesville Virginia for collec-
tion, and as understood is the note now in litigation.

A. L. Loyd did another item of business for
Mrs Bellamy being one half the first item of
\$85⁷⁴ in "Exhibit C" namely \$42. 87 which
happened thus - James T. Sage one of the
children and heirs of John L Sage died before
this time and it appeared his mother Mrs.
Bellamy was his heir to a small portion of his effects
and which amounted to \$42 ⁸⁷/₁₀₀. A L Loyd
collected this for Mrs Bellamy and had such
amount in his hands over a year - On this
collection and on the money collected from
Stephenson, and some for heirs of J. L. Sage
A. L. Loyd claimed commission for services
the sum of \$5⁰⁰ The interest on such
money collected from Parsons while in his
hands over a year amounted to about as
much if not more than his claim for services -
It was then and there agreed and such claim
for services was then and there settled by

asking no interest from A. S. Loyd on first item in "Exhibit C" - That is, the interest was offset against the commission - A. S. Loyd agreed to this as a full, complete and final settlement and satisfaction of all claims and charges for commissions and services in all matters done for Mrs Bellamy and heirs of John H Sage including the Stephenson note of \$400.

About March 1st 1877 I received from Henry J Morgan \$100⁰⁰ collected from A. S. Loyd to apply on the \$200 ^{debt} note given by him to Mrs Bellamy. The same being paid to me as agent of Mrs Bellamy.

At the execution of the \$200^{note} all commissions as claimed by A. S. Loyd were satisfied and settled as stated, and there was nothing such left unsettled, nor did he claim that any existed.

At or about this ^{possibly before this time} time A. S. Loyd spoke of having done business for Joseph Bellamy and ^{said he} had no charges against him for it.

As far as I know I think A. S. Loyd collected for A. S. Sage, one of J. H. Sage heirs, about \$342⁸⁷/₁₀₀; this was in addition to the \$42⁸⁷/₁₀₀ heretofore mentioned as collected for Mrs Bellamy.

I collected for Sampson F. Sage one of the J. H. Sage heirs and know something of the business of the Sage heirs, which business was entirely separate

from the business of their mother, Mrs Bellamy. and in all these matters each party paid and settled his own commission with agent & paid me. And in all the business and transactions referred to, the estate and property of the Sage heirs was kept separate and distinct from the property of the mother Mrs. Bellamy. And the effects and property of Joseph Bellamy ~~and~~ was kept distinct and separate from Mrs Bellamy's property as well as ^{from} that of the heirs.

On September 9th 1872 I told A. L. Loyd when I took his receipt of that date copied above - why I wished said receipt in my name. It was to effectually keep the matters referred to therein separate from Joseph Bellamy's business and to avoid any confusion, and to have the money come through my hands so that Mrs Bellamy would be sure to get it, it being her only hope for means to procure a home. For this reason I was the more cautious. The home she then had was rapidly being washed away by the Missouri River, and it has since almost entirely gone in that way.

In closing up ^{with A. L. Loyd} matters of business about commission the fact that he retained moneys

of Mrs Bellamy and some of the others, long
time after receiving the money and that
money was worth at Mrs Bellamy's residence
in Missouri twelve per cent and more,
double the amount of interest in Virginia
and she greatly needing the money & having
urged him to pay same this loss and
damage to her was taken into consideration
in settlement, also was considered the fact
that Mrs Bellamy had to employ and
pay other agents, namely Lloyd and
Allen, to collect off A. L. Lloyd -

I do not now call to mind any other
matters of consequence.

Sawson W. Lloyd

Subscribed in my presence and sworn
to before me this 25th day of March
A. D. 1881

J. J. Greenwood
Notary Public

Exhibit C

1875

A. L. Loyd & Co. P. M. Bellamy Dr. Cr

March 17

For Cash recd. of M. C. Parsons. \$ 85 74

" "

" " " " A. L. G. Stephenson, 222 00

" "

" " Interest on Stephenson

" "

money from time of Collection
to this date.

" "

27 75

" "

By Cash pd. to L. W. Loyd.

135 54

" "

" note in settlement of

" "

above

200 00

335 54

335 54

Amk rec^d - for Lloyd Sage, of

M. C. Parsons

Debit.

\$ 42.87

1.50. Top

\$ 41.37

Amk cash rec for

E. M. Bellamy

\$ 92.67

\$ 135.54

(Exhibit "A")

Rocky Station
La Grange

August 18th 1873

Mr. J. H. Lays

I can give
check for Two hundred
Dollars collected of J. L. Lays
on the five hundred & forty
Dollar note and we have
in our hands \$26.14 & collect
on your fruit transaction
it being the balance owing
to your statement we
collected this money May 23rd
and could not get check
any sooner with out some
risk we will send the
\$26.14 as soon as we
can get check for it we
paid one Dollar for the 1000
hundred Dollar check J. L. Lays
says he will pay the balance
this fall or winter we are
all well as common our
love to all yours W.

Lays & Allen

The above amt is all we
have collected from J. L. Lays
in any way for you
up to this date

Lays & Allen

162 Land

(Exhibit
B)

Protestation L. & Co. Va.
March the 3rd 1874

Mr L. W. Lloyd

Dear Sir,

Enclosed please
find check for four hundred Dollars.
Money I have collected on the five hundred
& forty dollar note. This makes in all I
have collected. Six hundred & four teen Dollars
which amt pays the said note &
interest & all up to this date. I sent
you before this two hundred Dollars on
said note & now send you check for
four hundred Dollars whole amt \$ 644.30
I also collected for you on Fruit Trade
as your statement ~~stands~~ stands 26.14
This is the amt I have collected \$ 640.44
in all of A. L. Lloyd or any
body else to date 632.81
\$ 71.63

One check for \$200.00

" " " 400.00

Exchange " 2.10

Commission paid, 30.71

\$ 632.81

Now you see I still have in my
hands Collected for you ~~seven~~
Dollars & fifty three cents \$1.63 which I
will send as you direct I had to
send the money I had collected to
Charles Rogers to get this check I now
send you.

A. L. Lloyd says that he will
pay the Stephenson money as soon as
he can collect it from the firm of
Lloyd & Sturges as they used the money
that he collected from Stephenson.
So I remain yours &c
all well as usual
S^r 36 Allen

Due Sarah M. Pelney in all
to date Collected from W. Allen
on A. L. Lloyd notes \$555.35
March 13/43

State of Nebraska, County of Otoe ss.

I, J. T. Greenwood a Notary Public duly commissioned and qualified for and residing in said county and state, do hereby certify that Larson W. Lloyd a resident of Otoe county Nebraska was by me first duly sworn to testify the truth, the whole truth and nothing but the truth. That the depositions by him subscribed as above set forth was reduced to writing by myself in the presence of said witness, and by said witness was subscribed in my presence and sworn to.

That the same were taken at the place and the time in the annexed notice specified, namely at the law office of Thomas B. Stevenson in Nebraska City in state of Nebraska, and was begun on the 17th day of March 1881 and was from day to day continued and from time to time, in consequence of sickness of several members of deponent's family. and in consequence that deponent had to make search for papers required and to be produced and referred to. That said depositions were completed on the 25th day of March 1881 - That the same were taken between hours of 9 o'clock A.M. and 6 o'clock P.M. of each day. That I am not counsel, attorney or relative of either party or in any otherwise interested in the event of this suit.

In testimony I hereto have set my hand and Notarial seal this 25 day of March A.D. 1881

J. T. Greenwood
Notary Public

Fees for writing deposition \$4.70
Swearing witness .10
Certificate attached \$5.30
Postage \$5.48

Joseph Bolam, use
ado. Repas
J. C. Bolam

Received, sealed, and
Filed April 6th 1881.
John C. Bolam, D.C.

A L Lloyd Pff

vs.

Joseph Mc Bellamy & al Defts.

The parties to this Suit mutually agree to settle the matters in dispute on the following terms
as of Feb. 5, 1877

The Injunction is to be perpetuated as to \$12.50 of the judgments in the bill mentioned and dissolved as to the residue without damages. the bill to be dismissed and each party to pay his own cost.

Attest my hand and seal
A. L. Lloyd
H

Ad. 1, 2

as { section 1

Mr. Bellamy

(B)

Know all men by these presents that we Alexander L. Loyd and C. L. Hamblen are held and firmly bound unto Sarah M. Belamy for the benefit of Henry J. Morgan, in the just and full sum of Three hundred dollars (\$300⁰⁰), for the payment thereof, well and truly to be made to the said Sarah M. Belamy for the benefit of Henry J. Morgan, her heirs, Executors or administrators, we bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these presents, And we hereby waive the benefit of our homestead exemptions as to this bond. Witness our hands and seals, this 29th day of March 1878.

The condition of the above obligation is such, that whereas the above bound Alex. L. Loyd did on the 12th day of Octo 1877 obtain from the Judge of the Circuit Court of Lee County Virginia, an injunction, enjoining and inhibiting the collection of a Judgment of said Court rendered at the March Term 1876, of said Court, in favor of the said Sarah M. Belamy for Henry J. Morgan, against said Loyd for \$200⁰⁰, with interest from the 18th day of March 1874, till paid, and \$8.74 for costs, till the further order of the Court, upon condition that the said Alex. L. Loyd execute bond with good security in the penalty of \$300⁰⁰, conditioned according to law, Now if the said Alex. L. Loyd shall well and truly pay said Judgment, and all such Costs and damages as may be awarded against him in case the injunction aforesaid shall be dissolved, then the above obligation to be void, otherwise to remain in full force & virtue.

A. L. Loyd Seal

C. L. Hamblen Seal

A. L. Lloyd
ads } Dupin's Bond

Sarah M. Bellamy

Filed March 30th 1878
R. W. O'Connell

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING:

We Command You to Summon *Henry J Morgan, Joseph M Belamy*
& Sarah M Belamy his wife

To appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the Clerk's Office at

May
Rules next, to answer a bill in Chancery, exhibited in our said Court against

them by Alexander L Loyd

And have then there this writ. WITNESS, James W. Orr, Clerk of our said Court, at the Court-House, this

day of

April

, 1878, in the 10² year of the Commonwealth.

James W Orr.

CLERK.

To restrain and inhibit the defendants their agent or attorney, from collecting the judgment in the bill mentioned, until the future order of the Court, and that said judgment be held void & counted for naught, and that the plaintiff be allowed to make proof of his demand against the defendants Belamy & wife & C. Bond with security having been given by the plaintiff, Conditioned according to law.

James W Orr. Clerk.

202410
Alexander Lloyd
vs { Spa in Chancery.
Henry J Morgan et al
May Rules 1878.

Executed by delivering a
copy of the writ to H. J.
Morgan, May 8th 1878.
Thos. J. Eley v. S.
for Thos. J. Eley S. C.